

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 95	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42b. RECEIVED AT <i>(Location)</i>			
42c. DATE REC'D <i>(YY/MM/DD)</i>			42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

SITE VISIT**SCHEDULING PROCEDURES FOR THE SITE VISIT**

The Government will hold one (1) site visit on Thursday, 19 May 2005 at 9:00 am. Interested firms are asked to notify the Contract Specialist (See Block 7a. & b., SF 1449) at least three (3) working days in advance of their intent to attend the site visit. Participants are directed to assemble in the lower area of the Presidio, accessed via Artillery Gate off Pacific Street or Pvt. Bolio Gate, off Lighthouse Avenue, Presidio of Monterey, California, NLT 8:30 am. Parking for privately owned vehicles is available near the POM Museum, Building 113, and on Corporal Ewing Road. There will be a guided tour of the POM Directorate of Logistics facilities using government transportation. Interested firms are limited to two (2) attendees per firm. Company name, attendees' names, and driver's license (or picture ID) numbers shall be submitted to the Contract Specialist in writing at least two (2) working days prior to the site visit. All questions shall be submitted to the Contract Specialist in writing. No questions will be answered during the site visit. There will be no make-up dates.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	LAUNDRY SERVICE FFP BASE PERIOD: 01 July 2005 through 30 June 2006 in accordance with the Performance-Based Work Statement and Technical Exhibits. PURCHASE REQUEST NUMBER: DLIL05-5034-9000	153,000	Pound		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	MANDATORY ACCOUNTING FOR CONTRACT SVC FFP Cost will be negotiated annually for the contractor's mandatory accounting reporting for Contract Services (See PBWS Section C.10).	1	JOB		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	LAUNDRY SERVICE FFP FIRST OPTION PERIOD: 01 July 2006 through 30 June 2007 in accordance with the Performance-Based Work Statement and Technical Exhibits. PURCHASE REQUEST NUMBER: DLIL05-5034-9000	153,000	Pound		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	MANDATORY ACCOUNTING FOR CONTRACT SVC FFP Cost will be negotiated annually for the contractor's mandatory accounting reporting for Contract Services (See PBWS Section C.10).	1	JOB		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	LAUNDRY SERVICE FFP SECOND OPTION PERIOD: 01 July 2007 through 30 June 2008 in accordance with the Performance-Based Work Statement and Technical Exhibits. PURCHASE REQUEST NUMBER: DLIL05-5034-9000	153,000	Pound		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	MANDATORY ACCOUNTING FOR CONTRACT SVC FFP Cost will be negotiated annually for the contractor's mandatory accounting reporting for Contract Services (See PBWS Section C.10).	1	JOB		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	LAUNDRY SERVICE FFP THIRD OPTION PERIOD: 01 July 2008 through 30 June 2009 in accordance with the Performance-Based Work Statement and Technical Exhibits. PURCHASE REQUEST NUMBER: DLIL05-5034-9000	153,000	Pound		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002	MANDATORY ACCOUNTING FOR CONTRACT SVC FFP Cost will be negotiated annuallyfor the contractor's mandatory accounting reporting for Contract Services (See PBWS Section C.10).	1	JOB		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	LAUNDRY SERVICE FFP FOURTH OPTION PERIOD: 01 July 2009 through 30 June 2010 in accordance with the Performance-Based Work Statement and Technical Exhibits. PURCHASE REQUEST NUMBER: DLIL05-5034-9000	153,000	Pound		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002 OPTION	MANDATORY ACCOUNTING FOR CONTRACT SVC FFP Cost will be negotiated annually for the contractor's mandatory accounting reporting for Contract Services (See PBWS Section C.10).	1	JOB		

ESTIMATED
NET AMT

FOB: Destination

TOTAL ESTIMATED AGGREGATE CONTRACT PRICE (BASE/OPTION YEARS):
\$ _____

PERFORMANCE WORK STATEMENT

SECTION C

PERFORMANCE-BASED WORK STATEMENT
LAUNDRY SERVICES

C.1. GENERAL INTENTION. Provide laundry services for the Defense Language Institute-Foreign Language Center (DLIFLC), Presidio of Monterey (POM), California and its satellite activities. This Performance-Based Work Statement (PBWS) for laundry services is hereby incorporated into this solicitation and any resulting contract.

C.2. GENERAL REQUIREMENTS. The Contractor shall provide all labor, supervision, transportation, supplies, vehicles, materials, facilities and equipment as required and necessary for the performance of a Contractor-Owned, Contractor-Operated (COCO) laundry service in support of POM and its satellite activities. This contract includes all functions, tasks and responsibilities normally performed by a Laundry Operator. The Contractor shall be responsible for washing and drying all Organizational, Medical/Dental and Billeting laundry, items estimated in Schedule B, and the Workload Schedule outlined in Technical Exhibit (TE) 2.

C.3. ACRONYMS AND DEFINITIONS. List of the acronyms and definitions used both in this Performance-Based Work Statement (PBWS) and encountered in day-to-day operations when dealing with government organizations. This listing is not intended to be all inclusive and appropriate Army Regulations (AR) should be utilized whenever an acronym or a definition is encountered and unknown to the Contractor. If required, more acronyms and definitions can be found at DoD Dictionary of Military and Associated Terms website: <http://www.dtic.mil/doctrine/jel/doddict/>.

C.3.1. Acronyms.

AR:	Army Regulation
CO:	Commanding Officer
COCO:	Contractor-Owned/Contractor-Operated
COR:	Contracting Officer's Representative
CDR:	Contract Discrepancy Report
DA:	Department of the Army
DCA:	Defense Contracting Agency
DOC:	Directorate of Contracting
DoD:	Department of Defense
DOL:	Directorate of Logistics
DLIFLC:	Defense Language Institute-Foreign Language Center
QA:	Quality Assurance
GC:	Garrison Commander
POM:	Presidio of Monterey
PBWS:	Performance-Based Work Statement
PRS:	Performance Requirements Summary
RFP:	Request for Proposals
TE:	Technical Exhibit

C.3.2. Definitions.

C.3.2.1. Army Federal Acquisition Regulation Supplement (AFARS). The Army's supplement to the FAR.

C.3.2.2. Contract Administrator. Government employee who is responsible for the day-to-day administration of the Contract

C.3.2.3. Contract Discrepancy Report (CDR) (DA Form 5479-R). A formal, written documentation of Contractor non-conformance or lack of performance for contracted work. A CDR requires the Contractor to respond within ten (10) working days as to the cause, corrective action, and preventive action taken. A CDR formally notifies the

Contractor of unsatisfactory performance, which will result in deductions unless the Contractor can provide objective evidence to mitigate these deductions (See Attachment 4).

C.3.2.4. Contracting Officer (CO). People with the authority to enter into, administer, and/or terminate contracts and make related findings. The Contracting Officer is the only individual who has the authority to contractually bind the Government. The Contracting Officer may designate a Government employee to act as his authorized representative. This individual shall not be authorized to award, agree to, or sign any contract or modification thereto, or in any way to obligate the payment of money by the Government.

C.3.2.5. Contracting Officer's Representative (COR). Authorized representative of the Contracting Officer designated in writing to perform specific contract administrative functions.

C.3.2.6. Contractor. The term refers to both the prime Contractor and subcontractor. This term also applies to any employee of the Contractor performing work under this contract.

C.3.2.7. Deficiency or Discrepancy. Each instance of noncompliance with a contract requirement. A deficiency may be caused by either nonperformance or poor performance. Each deficiency (discrepancy) is subject to either deductions or re-performance. The Contractor may be required to re-perform defective work.

C.3.2.8. Government. The United States Government, the Department of Defense, the Department of the Army, and the terms used to refer to the officials designated to administer the contract or their designated representative(s).

C.3.2.9. Government Inspection. The Government employee who is designated in writing as the individual responsible for making required inspections an accepting completed work for the Government will inspect the contractor's work for compliance with the contract.

C.3.2.10. Government Inspector. The Government employee who is designated in writing as the individual responsible for making required inspections and accepting completed work for the Government.

C.3.2.11. Lot. The total number of service outputs in an evaluation period whereas lot size is used to determine sample size and number of inspections.

C.3.2.12. Performance Standards. A measurable output or result associated with the performance-based description of a contract requirement.

C.3.2.13. Quality Assurance (QA). A method used by the Government to provide some measure of control over the quality of purchased services received.

C.3.2.14. Quality Control (QC). A method used by the Contractor to control the quality of service provided.

C.3.2.15. Sampling. A sample (for inspection purposes) consists of one or more service outputs at random from a lot.

C.3.2.16. Services. Services are defined as the performance of identifiable tasks rather than the delivery of an end item of supply.

C.3.2.17. Standard. An acknowledged measure of comparison. Standards are usually based on quality or timeliness. A standard may be an expression of time, size, or number, or a description of required quality.

C.4. CONTRACTOR-FURNISHED ITEMS AND SERVICE.

C.4.1. The Contractor shall provide all labor, supervision, transportation, vehicles, supplies, equipment, materials, facilities, and services necessary to perform the requirements of this contract.

C.4.2. The Contractor shall provide a total of 13 laundry carts. These carts shall be delivered on or before the start date of the contract and in coordination with the COR.

Seven (7)	for Building 629A	(Organizational Laundry)
One (1)	for Building 422	(Medical/Dental Laundry)
Five (5)	for Building 366	(Billeting Laundry)

C.5. GOVERNMENT-FURNISHED PROPERTY.

C.5.1. The Contractor shall be responsible and accountable for all Government laundry from time of pick-up until cleaned and returned to each service point (See TE 1). The Contractor shall participate in joint inventories of all laundry picked-up and returned at each service point, and at other times the Contracting Officer deems necessary. Laundry picked-up on one (1) day will be returned on the next scheduled delivery/pick-up day in a cleaned and serviced condition.

C.5.2. The Contractor shall indemnify (Reference DFAR Clause 252.237-70) the Government for any property delivered to the Contractor for servicing under this Contract which is lost, or damaged by the Contractor, and in the opinion of the COR, cannot be repaired satisfactorily. Reimbursement to the Government will be based on full replacement value.

C.5.3. In case of damage to any Government property that the COR and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property in a manner satisfactory to the COR at no expense to the Government.

C.5.4. The Government's representatives at each service point may file a claim by the completion of a Claim Form (TE 3) whenever the Contractor is unable to deliver an article or an article has been damaged. The Contractor then has one week to resolve the delay before a claim action is administered.

C.6. SPECIFIC TASKS.

C.6.1. Hours of Operation. Normal hours to commence operation for pick-up and delivery of Organization, Medical/Dental and Billeting Laundry will be between 10:30 am and 12:00 (noon) pm, on each pick-up and delivery day of Monday, Wednesday, and Friday for each week. These hours may change as contingencies require (See TE 1).

C.6.2. Federal Holidays. When a Federal Holiday falls on a pick-up or delivery day the Contractor shall pick-up laundry for processing or return cleaned laundry the next scheduled pick-up and delivery day.

C.6.3. The following legal holidays are observed. If a holiday falls on a Saturday, the preceding Friday is observed as a Federal Holiday. If a holiday falls on a Sunday, the following Monday is observed as a Federal Holiday.

New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday of January
Presidents' Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Christmas Day	December 25 th

C.6.4. If the installation is closed, the Contractor is not considered essential to the operations of the installation and may not be required to perform work. The Contractor will be notified by the Contractor Officer or COR in the event of an installation closure.

C.7. CONTRACTOR'S RESPONSIBILITIES.

C.7.1. Pick-up, account for, process off post and return all articles received and laundered to the Laundry Service Points located at the back dock of Building 629A (Organization Laundry), Building 422 (Medical/Dental Laundry), and Building 366 (Billeting Laundry).

C.7.2. Establish and maintain a system of records to control and account for the laundry picked-up at each service point for processing and returned after processing. Laundry pick-up drivers shall acknowledge the number of baskets received on the laundry ticket received at each service point.

C.7.3. Contractor's Laundry Tickets.

C.7.3.1. Contractor shall have a minimum of four (4) copies of each laundry ticket. At a minimum, the Government requires an original and two (2) copies showing the complete laundry transaction.

C.7.3.2. Ticket Distribution. The Contractor's laundry ticket form shall include printed document numbers on the top of each set coinciding with the location the laundry is being picked-up from. The numbers will start with 0001 for each form; go up incrementally with each successive pick-up. The number shall be preceded with a code letter depending on where the pick-up is being made. (i.e., M0001 = Medical; R0001 = Organizational; D0001 = Dental; and B0001 = Billeting). All forms shall be controlled in such a way as to account for every number including used and voided forms.

C.7.3.2.1. Pick-up. The original and two (2) copies must reflect the complete transaction from pick-up date to delivery date and include the Government's signature, date and time of pick-up and Government's signature date and time of delivery, and the weight of the laundry at pick-up and the weight at delivery.

C.7.3.2.2. At the time of laundry pick-up, the Government shall be provided with one (1) copy of the ticket showing Government/COR signature, date and time of pick-up, and laundry weight at time of pick-up. The Contractor shall retain the original and two (2) copies.

C.7.3.2.3. Delivery. At time of delivery, the original and two (2) copies shall be completed by the Contractor showing signature, date and time of delivery, and laundry weight at time of delivery. The Contractor shall retain the original for the duration of the contract and two (2) copies shall be provided to the Government/COR.

C.7.4. Monthly the contractor shall submit an invoice citing the contract number and current delivery order number. The invoice shall include a total of the quantity of laundry picked-up at each of the laundry sites.

C.7.4. Inspection Requirements.

C.7.4.1. When the Contractor's performance is unsatisfactory; a CDR shall be issued (See TE 4). If a CDR has to be issued, the Contractor shall reply in writing, giving the reason for the unsatisfactory condition, and what corrective action has been taken; and procedures to prevent recurrence (See Attachment 4).

C.7.5. Medical Treatment Facility Laundry Service.

C.7.5.1. Separation. It is the responsibility of the Government to have contaminated and/or infectious laundry separated from soiled laundry. The Government will provide the specially marked waste bags for infectious laundry for containing and separating. These specially marked bags shall read "Danger Infectious Waste."

C.7.5.2. Handling. Bags of soiled and contaminated laundry picked-up from the Medical/Dental service point may be commingled when properly contained and closed in infectious waste bags with regular laundry for transportation purposes.

C.7.5.3. The Contractor shall be informed of and comply with the Government's written program for the prevention of blood borne disease entitled "Exposure Control Program for the Prevention of Blood Borne Disease Transmission." A copy of this program shall be made available to the Contractor by the COR.

C.7.6. Organizational Laundry.

C.7.6.1. Laundry Pick-up/Delivery Service. The Contractor shall operate a mobile laundry pick-up and delivery service to buildings listed in Section C.7.1. Items picked-up or delivered will be loaded or off loaded by the Contractor to and from the service points. The Contractor shall weigh all items at time of pick-up in the presence of a Government Representative. The Contractor shall adequately staff the service vehicle so that customers will not be required to wait more than 20 minutes for pick-up and delivery service.

C.7.6.2. Sheets, pillowcases, mattress covers, blankets, pillows, mattress pads and other Organizational, Medical/Dental, and Billeting laundry items received from each service point shall be processed as a unit, identifying the number of pounds picked-up from each service point, against the number of pounds returned to the service point (See TE 2). Laundry shall be placed in Contractor-provided carts. Each individual cart shall be annotated with its emptied cart weight with a permanent marker.

C.8. Repair of linen.

C.8.1. The Contractor shall repair or patch holes, rips, and tears, one inch (1") in diameter or less. Any linen with holes, rips, or tears of more than one inch (1") in diameter that is inadvertently offered for cleaning shall be rejected.

C.8.2. Unserviceable/Rejected Linen. All unserviceable linen and blankets shall be returned to the service point on the next delivery day.

C.8.3. Laundry Service Workload Report. Contractor shall submit a report to the COR at the close-of-business each week. This data will assist with determining the weight and the total number of pounds processed for each service point. The Contractor shall total all pounds on the Contractor's pick-up and delivery tickets and submit them to the COR on a weekly basis with the completed laundry tickets. This will be done for each pick-up and delivery point (See C. 7.1.).

C.8.4. Laundry Processing Standards shall be in accordance with best commercial practice.

C.8.5. All items shall be returned clean and dried in clean bags or carts and separated by service locations (See C.7.1.).

C.8.6. Loss or Damage.

C.8.6.1. Contractor shall indemnify the Government for any property (See DFAR Clause 252.237-7018) delivered to the Contractor for servicing under this contract which is lost or damaged by the Contractor and in the opinion of the COR and cannot be repaired satisfactorily (See DFAR Clause 252.237-7015).

C.8.6.2. In the case of damage to any property, which the COR and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property in a manner satisfactory to the COR, at no expense to the Government.

C.8.6.3. The Government representative at the service point may file a claim by the completion of a Government Claim Form (TE 3) whenever the Contractor is unable to deliver an article or an article has been damaged. The Contractor then has one (1) week to resolve the delay before a claim action is administered.

C.9. GENERAL ADMINISTRATIVE REQUIREMENTS.

C.9.1. Management. All persons performing under this contract shall remain employees of the Contractor at all times and not employees of the Government. All Contractor employees shall be under the control and supervision of the Contractor at all times. Contractor employees shall conduct themselves in a professional manner.

C.9.2. Passes and Identification Cards.

C.9.2.1. The Contractor shall comply with all applicable Federal, State and Local environmental laws and regulations.

C.9.2.2. All personnel employed by the Contractor or any representative of the Contractor entering this Government Installation shall conform to all security regulations in effect during the contract and shall be subject to such checks as may be deemed necessary to prevent violations. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to installation security or work accomplishment.

C.9.2.3. Contract employees must have a Biometric Identification System (BIDS) card to access the Installation as contract employees. The Contracting Officer's Representative (COR) will assist each employee in obtaining a BIDS card prior to contract or employment start date.

C.9.2.4. Contractor's personnel shall wear a nametag that is visible from at least five (5) feet. The nametag shall be worn at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each Contractor's employee shall wear their nametag in a conspicuous place on the front of exterior clothing and above the waist, except when safety or health reasons prohibit such placement.

C.9.2.5. When an employee leaves the Contractor's service, it's the Contractor's responsibility to obtain the employee's BIDS card and turn it in to the COR upon the employee's last day of work.

C.9.3. Contractor Employees.

C.9.3.1. Contractor shall ensure that all employees or representatives working under this contract are citizens of the United States, or, if an alien, their residence within the United States is legal.

C.9.3.2. Employees shall conduct themselves in a proper, efficient, courteous, and business-like manner. They must be able to write, read, and speak English. They must present a clean appearance and dress to meet sanitation and safety requirements.

C.9.3.3. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

C.9.4. The Contractor and his personnel shall not transport, possess, or use on this installation any privately owned dangerous weapons. Dangerous weapons include all forms of firearms, missile-throwing devices (e.g., bow and arrow), switchblade or automatic blade knives, knives with blades in excess of three (3) inches, ammunition, fireworks, bludgeons, brass knuckles, shooting pens, and similar devices. Unauthorized dangerous weapons will be confiscated and impounded by the Government. Contractor agrees to comply with all provisions of installation policy concerning weapons. A state weapons permit does not supersede this contract provision.

C.9.5. Plans. Prior to start of the contract, the Contractor shall submit to the Contracting Officer various plans listed in TE 5A.

C.9.5.1. Quality Control Plan (QCP). The Contractor shall establish and maintain a comprehensive QCP. This plan shall address contract requirements and objectives associated with each as set forth in the Government's Performance Assessment Plan (See Attachment 4). Additional provisions may be addressed if deemed appropriate.

Determination of satisfactory contract performance shall be made through application of the inspections of services clause (See FAR Clause 52.2112-4 (a)) and the Government's Performance Assessment Plan.

C.9.6. Safety Plan.

C.9.6.1. The Contractor shall implement and maintain a Safety Plan for preventing accidents and preserving the life and health of Contractor personnel and Government personnel involved in performance of the contract. The Contractor will address the handling of contaminated or infectious laundry in the Safety Plan.

C.9.7. **ORCA.** Effective January 2005, all offerors are required to use "Online Representations and Certifications Application (ORCA) to respond to federal solicitations. To register in ORCA, please go to www.bpn.gov/orca. Offerors must be active in the Central Contractor Registration (www.ccr.gov) and have a Marketing Partner Identification Number (MPIN), to register in ORCA. Failure to register in ORCA may preclude an award being made to your company (See FAR Clause 52.204-8).

C.9.8. Insurance. Contractor shall maintain continuous insurance coverage in the amounts specified below as required by FAR Clause 52.228-5 entitled, "INSURANCE - WORK ON A GOVERNMENT INSTALLATION".

C.9.8.1. Workers' Compensation and Employer's Liability. Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Contractor is required to maintain employer's liability coverage of at least \$100,000.

C.9.8.2. General Liability. A certificate of insurance shall be provided and maintained for coverage of at least \$500,000 per occurrence for bodily injury liability insurance.

C.9.8.3. Automobile Liability. A certificate of insurance shall be provided and maintained for automobile liability insurance in accordance with the following liability amounts:

- At least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and
- \$20,000 per occurrence for property damage or loss

C.9.8.4. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective: (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer.

C.10. MANDATORY ACCOUNTING FOR CONTRACTOR SERVICES.

C.10.1. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contract manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the Mandatory Reporting System for this contract and will be formatted using the following web address: <https://contractormanpower.army.pentagon.mil>

C.10.2. The required information includes:

- | | |
|--|---|
| (1) Contracting Office: | US Army Contracting Agency
Southern Region, Presidio of Monterey |
| Contracting Officer: | Sharon Pandile |
| Contract Officer's Technical Representative: | |
| (2) Contract number, including task and delivery | |

order number:

- (3) Beginning and ending dates covered by reporting period:

Base Period:

01 July 2005 thru 30 September 2005

First, Second, and Third Option Period:

1 October 2005 thru 30 September 2008

Fourth Option Period:

1 October 2008 thru 30 June 2009

- (4) Contractor Name:

Address:

Phone Number:

E-mail Address:

Identity of contractor employee entering data:

- (5) Estimated direct labor ours (including sub-contractors):

- (6) Estimated direct labor dollars paid this reporting period (including subcontractors):

- (7) Total payments (including sub-contractors):

- (8) Predominant Federal Service Code (FSC): **S209**

- (9) Estimate data collection cost:

- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity:

- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States):

- (12) Presence of deployment or contingency contract language:

- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country):

C.10.2. As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year (See Section B, Schedule of Supplies or Service and Prices).

C.10.3. Cost for this reporting will be annually negotiated. Only the awardee/responsible offeror shall be required to register in the Mandatory Reporting System for this contract. Twenty (20) hours annually have been estimated for processing the data entry and submission.

C.10.4. Contractors may use a direct XML data transfer to the databases server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

- (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE ATTACHMENTS 1, 2 AND 3

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade

Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

--	--

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the

necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Priced Requirement Type** contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **during the current contract period**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **10,000 pounds per quarter**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **75,000 pounds per quarter**;

(2) Any order for a combination of items in excess of **75,000 pounds per quarter**; or

(3) A series of orders from the same ordering office within **ten (10)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **ten (10)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the

reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the current contract period**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor **prior to contract expiration**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current period of performance (prior to contract expiration); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice

does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty-six (66) months**.

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

X 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.237-7013 INSTRUCTION TO OFFERORS (BULK WEIGHT). (DEC 1991)

(a) Offers shall be submitted on a unit price per pound of serviced laundry. Unit prices shall include all costs to the Government of providing the service, including pickup and delivery charges.

(b) The Contracting Officer will evaluate bids based on the estimated pounds of serviced laundry stated in the solicitation.

(c) Award generally will be made to a single offeror for all lots. However, the Contracting Officer may award by individual lot when it is more advantageous to the Government.

(d) Prospective offerors may inspect the types of articles to be serviced. Contact the Contracting Officer to make inspection arrangements.

252.237-7015 LOSS OR DAMAGE (WEIGHT OF ARTICLES) (DEC 1991)

(a) The Contractor shall --

(1) Be liable for return of the articles furnished for service under this contract; and

(2) Indemnify the Government for any articles delivered to the Contractor for servicing under this contract that are lost or damaged, and in the opinion of the Contracting Officer, cannot be repaired satisfactorily.

(b) The Contractor shall pay to the Government **the amount of deduction as calculated IAW PAP** per pound for lost or damaged articles. The Contractor shall pay the Government only for losses which exceed the maximum weight loss in paragraph (e) of this clause.

(c) Failure to agree on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.

(d) In the case of damage to any articles that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the articles at its expense in a manner satisfactory to the Contracting Officer.

(e) The maximum weight loss allowable in servicing the laundry is **1.5%** of the weight recorded on delivery tickets when the laundry is picked up. Any weight loss in excess of this amount shall be subject to the loss provisions of this clause.

(End of Clause)

252.237-7018 SPECIAL DEFINITIONS OF GOVERNMENT PROPERTY. (DEC 1991)

Articles delivered to the Contractor to be laundered or dry-cleaned, including any articles which are actually owned by individual Government personnel, are Government-owned property, not Government-furnished property. Government-owned property does not fall under the requirements of any Government-furnished property clause of this contract.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

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TE 3	Government Claim Form
TE 4	Contract Discrepancy Report DA (CDR), FORM 5479-R
TE 5A	Required Plan Submittals
TE 5B	Department of Labor Wage Determinations

No. 94-2062 Rev (17) for Monterey, California
No. 94-2049 Rev (21) for San Jose, California

ATTACHMENTS

ATCH 1	Source Selection Procedures with Required Submittals
ATCH 2	Factors and Subfactors to be Evaluated
ATCH 3	Past Performance/Past Experience Questionnaire
ATCH 4	Performance Assessment Plan (PAP)

TECHNICAL EXHIBIT 1**TECHNICAL EXHIBIT 1****LAUNDRY DELIVERY/PICK-UP SCHEDULE**

- (a) Type of Service: Organization, Medical/Dental and DCA Billeting Laundry.
- (b) Normal Work Schedule:
- (c) Weekdays per week: 3
- (d) Weekend days per week: 0
- (e) Normal weekly operation hours for laundry pick-up and delivery are 10:30 am thru 12:00 (noon) pm (Ref. Paragraph C.6).
- (f) The service points will be closed on weekends and Federal Holidays (Refer. Paragraphs C.4.2. and C.7.1.).
- (g) Operation Hours: The Government retains the right to change the normal hours for pick-up and delivery , if the workload decreases or increases.
- (h) Estimated shipment received/sent out per week ARE three (3) shipments per week consisting of approximately 13 carts or large bags per shipment. The carts are to be weighed empty and the empty cart weight is to be marked on each individual cart.
- (i) Pick-up and delivery of laundry to and from DLIFLC Service points:

PICK-UP DATE	MONDAY PICK-UP & DELIVERY	WEDNESDAY PICK-UP & DELIVERY	FRIDAY PICK-UP & DELIVERY
SERVICE POINTS			
629A REAR DOCK ORGANIZATIONAL (ROOMS 2/3/4)	YES	YES	YES
MEDICAL/DENTAL CLINIC (BLDG 422)	YES	YES	YES
DCA BILLETING (BLDG 366)	YES	YES	YES

NOTE: Laundry picked-up on Monday shall be delivered Wednesday; Laundry picked-up on Wednesday shall be delivered Friday; Laundry picked-up on Friday shall be delivered on Monday.

TECHNICAL EXHIBIT 2

TECHNICAL EXHIBIT 2
ESTIMATED WORK LOAD INFORMATION

Estimated Yearly amounts from each location:

Organizational Laundry	Bldg 629A	65,000 lbs/yr
Medical and Dental	Bldg 422	18,000 lbs/yr
DCA Billeting Laundry	Bldg 366	70,000 lbs/yr
Total		153,000 lbs/yr

TECHNICAL EXHIBIT 3

DEFENSE LANGUAGE INSTITUTE FOREIGN LANGUAGE CENTER
PRESIDIO OF MONTEREY (POM) CALIFORNIA
CUSTOMER CLAIM FORM

To be completed by Patron

NAME: _____ COMPANY: _____ CLAIM _____

CUSTOMER REMARKS:

ITEM LOST, DESTROYED, MISSING

NUMBER: _____

COST NEW: \$_____. TOTAL REQUIRED:_____

COR VALIDATION:

DATE RECEIVED: _____ CONTRACT NO: _____ REFERENCE PARA: _____
COMMENTS: _____

CONTRACT ACTION:

ACTION TAKEN BY CONTRACTOR: _____ DATE: _____ TIME: _____

CONTRACTOR ACTION VALIDATED

COR/QAE

DLI LDYR CLAIM FORM

TE 4

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
For use of this form see AR 5-20: the proponent agency is ACSIM .			
2. TO: (Contractor and Manager Name)		3. FROM: (Name of QAE)	
DATES			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: (Include reference in PWS/Directive: Attach Continuation Sheet if Necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER			
6. TO: (Contracting Officer)		7. FROM (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, EFFECT, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
(j) SIGNATURE OF CONTRACTING REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, or rejection: attach coordination sheet if necessary)			
1. GOVERNMENT ACTIONS (Paymentdeduction, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
QAE			
CONTRACTING OFFICER			

DA FORM 5477-R, NOV 85

TE 5

**TECHNICAL EXHIBIT 5B
WAGE DETERMINATIONS FOR MONTEREY AND SAN JOSE**

94-2049 CA, MONTEREY**WAGE DETERMINATION NO: 94-2049 REV (22) AREA: CA, MONTEREY****HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2050**

REGISTER OF WAGE DETERMINATIONS UNDER CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR THE SERVICE EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations
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Wage Determination No.: 1994-2049 Revision No.: 22 Date Of Revision: 06/17/2004

State: California

Area: California Counties of Monterey, San Benito

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
--------------------------------	--------------------------

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.56
01012 - Accounting Clerk II	12.62
01013 - Accounting Clerk III	14.82
01014 - Accounting Clerk IV	17.11
01030 - Court Reporter	16.07
01050 - Dispatcher, Motor Vehicle	16.87
01060 - Document Preparation Clerk	13.43
01070 - Messenger (Courier)	9.86
01090 - Duplicating Machine Operator	13.43
01110 - Film/Tape Librarian	13.37
01115 - General Clerk I	9.02
01116 - General Clerk II	10.13
01117 - General Clerk III	13.56
01118 - General Clerk IV	15.16
01120 - Housing Referral Assistant	15.34
01131 - Key Entry Operator I	10.92
01132 - Key Entry Operator II	12.94
01191 - Order Clerk I	11.62
01192 - Order Clerk II	13.79
01261 - Personnel Assistant (Employment) I	11.82
01262 - Personnel Assistant (Employment) II	13.26
01263 - Personnel Assistant (Employment) III	16.74
01264 - Personnel Assistant (Employment) IV	18.69
01270 - Production Control Clerk	16.79
01290 - Rental Clerk	13.43
01300 - Scheduler, Maintenance	14.77
01311 - Secretary I	14.77
01312 - Secretary II	16.52

01313 - Secretary III	18.00	
01314 - Secretary IV		21.81
01315 - Secretary V		24.15
01320 - Service Order Dispatcher		14.00
01341 - Stenographer I		12.79
01342 - Stenographer II		14.38
01400 - Supply Technician		21.81
01420 - Survey Worker (Interviewer)		14.89
01460 - Switchboard Operator-Receptionist		12.65
01510 - Test Examiner		16.52
01520 - Test Proctor		16.52
01531 - Travel Clerk I		11.13
01532 - Travel Clerk II		11.80
01533 - Travel Clerk III		12.66
01611 - Word Processor I		12.80
01612 - Word Processor II		14.38
01613 - Word Processor III		16.08
03000 - Automatic Data Processing Occupations		
03010 - Computer Data Librarian		13.01
03041 - Computer Operator I		11.66
03042 - Computer Operator II		13.70
03043 - Computer Operator III		15.21
03044 - Computer Operator IV		16.90
03045 - Computer Operator V		18.73
03071 - Computer Programmer I (1)		18.95
03072 - Computer Programmer II (1)		22.74
03073 - Computer Programmer III (1)		26.96
03074 - Computer Programmer IV (1)		27.62
03101 - Computer Systems Analyst I (1)		19.77
03102 - Computer Systems Analyst II (1)		23.44
03103 - Computer Systems Analyst III (1)		27.62
03160 - Peripheral Equipment Operator		11.28
05000 - Automotive Service Occupations		
5005 - Automotive Body Repairer, Fiberglass		20.41
05010 - Automotive Glass Installer		18.78
05040 - Automotive Worker		18.78
05070 - Electrician, Automotive		19.70
05100 - Mobile Equipment Servicer		15.10
05130 - Motor Equipment Metal Mechanic		20.56
05160 - Motor Equipment Metal Worker		18.78
05190 - Motor Vehicle Mechanic		18.45
05220 - Motor Vehicle Mechanic Helper		14.27
05250 - Motor Vehicle Upholstery Worker		17.86
05280 - Motor Vehicle Wrecker		18.78
05310 - Painter, Automotive		19.70
05340 - Radiator Repair Specialist		18.78
05370 - Tire Repairer		13.10
05400 - Transmission Repair Specialist		20.56
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker		9.52
07010 - Baker		12.72
07041 - Cook I		12.58
07042 - Cook II		13.95
07070 - Dishwasher		9.07
07130 - Meat Cutter		16.27

07250 - Waiter/Waitress	8.94
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.67
09040 - Furniture Handler	12.90
09070 - Furniture Refinisher	18.02
09100 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.27
09130 - Upholsterer	18.02
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.10
11060 - Elevator Operator	9.52
11090 - Gardener	13.28
11121 - House Keeping Aid I	9.68
11122 - House Keeping Aid II	9.72
11150 - Janitor	11.12
11210 - Laborer, Grounds Maintenance	11.18
11240 - Maid or Houseman	9.68
11270 - Pest Controller	14.55
11300 - Refuse Collector	12.62
11330 - Tractor Operator	13.75
11360 - Window Cleaner	11.86
12000 - Health Occupations	
12020 - Dental Assistant	15.07
12040 - Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver	15.21
12071 - Licensed Practical Nurse I	13.94
12072 - Licensed Practical Nurse II	15.64
12073 - Licensed Practical Nurse III	17.50
12100 - Medical Assistant	13.76
12130 - Medical Laboratory Technician	15.64
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.91
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.44
12224 - Nursing Assistant IV	12.84
12250 - Pharmacy Technician	14.99
12280 - Phlebotomist	13.89
12311 - Registered Nurse I	19.34
12312 - Registered Nurse II	23.67
12313 - Registered Nurse II, Specialist	23.67
12314 - Registered Nurse III	28.64
12315 - Registered Nurse III, Anesthetist	28.64
12316 - Registered Nurse IV	34.31
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.66
13011 - Exhibits Specialist I	15.88
13012 - Exhibits Specialist II	19.84
13013 - Exhibits Specialist III	24.27
13041 - Illustrator I	15.88
13042 - Illustrator II	24.27
13047 - Librarian	24.43
13050 - Library Technician	14.42
13071 - Photographer I	12.65
13072 - Photographer II	15.83

13073 - Photographer III	19.76
13074 - Photographer IV	24.18
13075 - Photographer V	29.26
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.05
15100 - Presser, Machine, Dry-cleaning	9.05
15130 - Presser, Machine, Shirts	9.05
15160 - Presser, Machine, Wearing Apparel, Laundry	9.05
15190 - Sewing Machine Operator	11.31
15220 - Tailor	11.88
15250 - Washer, Machine	9.61
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool room)	19.86
19040 - Tool and Die Maker	23.36
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.79
21040 - Material Handling Laborer	12.17
21050 - Order Filler	11.69
21071 - Forklift Operator	15.70
21080 - Production Line Worker (Food Processing)	15.24
21100 - Shipping/Receiving Clerk	11.94
21130 - Shipping Packer	11.94
21140 - Store Worker I	11.83
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.70
21210 - Tools and Parts Attendant	14.52
21400 - Warehouse Specialist	15.70
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.64
23040 - Aircraft Mechanic Helper	16.76
23050 - Aircraft Quality Control Inspector	22.61
23060 - Aircraft Servicer	18.70
23070 - Aircraft Worker	19.71
23100 - Appliance Mechanic	19.68
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	20.65
23130 - Carpenter, Maintenance	22.66
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	24.48
23181 - Electronics Technician, Maintenance I	18.71
23182 - Electronics Technician, Maintenance II	19.68
23183 - Electronics Technician, Maintenance III	20.65
23260 - Fabric Worker	17.74
23290 - Fire Alarm System Mechanic	20.65
23310 - Fire Extinguisher Repairer	16.71
23340 - Fuel Distribution System Mechanic	21.60
23370 - General Maintenance Worker	16.38
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.95
23430 - Heavy Equipment Mechanic	20.89
23440 - Heavy Equipment Operator	22.59
23460 - Instrument Mechanic	20.65
23470 - Laborer	10.98
23500 - Locksmith	19.68
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	16.37
23580 - Maintenance Trades Helper	13.76

23640 - Millwright	20.65
23700 - Office Appliance Repairer	19.68
23740 - Painter, Aircraft	19.68
23760 - Painter, Maintenance	18.56
23790 - Pipe fitter, Maintenance	20.55
23800 - Plumber, Maintenance	19.46
23820 - Pneudraulic Systems Mechanic	20.65
23850 - Rigger	20.65
23870 - Scale Mechanic	18.71
23890 - Sheet-Metal Worker, Maintenance	22.22
23910 - Small Engine Mechanic	18.71
23930 - Telecommunication Mechanic I	20.65
23931 - Telecommunication Mechanic II	21.60
23950 - Telephone Lineman	20.65
23960 - Welder, Combination, Maintenance	16.37
23965 - Well Driller	19.64
23970 - Woodcraft Worker	20.65
23980 - Woodworker	16.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.17
24580 - Child Care Center Clerk	11.45
24600 - Chore Aid	10.20
24630 - Homemaker	14.54
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.78
25040 - Sewage Plant Operator	21.22
25070 - Stationary Engineer	22.78
25190 - Ventilation Equipment Tender	16.74
25210 - Water Treatment Plant Operator	22.78
27000 - Protective Service Occupations	
(not set) - Police Officer	26.41
27004 - Alarm Monitor	12.63
27006 - Corrections Officer	22.40
27010 - Court Security Officer	22.08
27040 - Detention Officer	22.40
27070 - Firefighter	19.07
27101 - Guard I	9.39
27102 - Guard II	10.50
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.20
28020 - Hatch Tender	16.20
28030 - Line Handler	16.20
28040 - Stevedore I	13.39
28050 - Stevedore II	16.98
29000 - Technical Occupations	
21150 - Graphic Artist	19.99
29010 - Air Traffic Control Specialist, Center (2)	34.16
29011 - Air Traffic Control Specialist, Station (2)	23.55
29012 - Air Traffic Control Specialist, Terminal (2)	25.95
29023 - Archeological Technician I	15.37
29024 - Archeological Technician II	17.62
29025 - Archeological Technician III	21.83
29030 - Cartographic Technician	21.09
29035 - Computer Based Training (CBT) Specialist/ Instructor	19.77
29040 - Civil Engineering Technician	23.08

29061 - Drafter I	12.97
29062 - Drafter II	14.54
29063 - Drafter III	18.20
29064 - Drafter IV	22.73
29081 - Engineering Technician I	11.86
29082 - Engineering Technician II	13.30
29083 - Engineering Technician III	16.64
29084 - Engineering Technician IV	20.79
29085 - Engineering Technician V	25.42
29086 - Engineering Technician VI	30.77
29090 - Environmental Technician	21.89
29100 - Flight Simulator/Instructor (Pilot)	23.44
29160 - Instructor	20.52
29210 - Laboratory Technician	14.23
29240 - Mathematical Technician	22.02
29361 - Paralegal/Legal Assistant I	16.45
29362 - Paralegal/Legal Assistant II	20.03
29363 - Paralegal/Legal Assistant III	24.51
29364 - Paralegal/Legal Assistant IV	29.63
29390 - Photo optics Technician	21.97
29480 - Technical Writer	28.42
29491 - Unexploded Ordnance (UXO) Technician I	21.71
29492 - Unexploded Ordnance (UXO) Technician II	26.27
29493 - Unexploded Ordnance (UXO) Technician III	31.48
29494 - Unexploded (UXO) Safety Escort	21.71
29495 - Unexploded (UXO) Sweep Personnel	21.71
29620 - Weather Observer, Senior (3)	18.58
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.71
29622 - Weather Observer, Upper Air (3)	16.71
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.22
31260 - Parking and Lot Attendant	8.61
31290 - Shuttle Bus Driver	12.19
31300 - Taxi Driver	12.31
31361 - Truck driver, Light Truck	12.19
31362 - Truck driver, Medium Truck	15.51
31363 - Truck driver, Heavy Truck	16.32
31364 - Truck driver, Tractor-Trailer	16.32
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.14
99030 - Cashier	10.02
99041 - Carnival Equipment Operator	10.16
99042 - Carnival Equipment Repairer	10.74
99043 - Carnival Worker	8.47
99050 - Desk Clerk	10.44
99095 - Embalmer	21.69
99300 - Lifeguard	10.44
99310 - Mortician	21.69
99350 - Park Attendant (Aide)	13.12
99400 - Photo finishing Worker (Photo Lab Tech., Darkroom Tech)	9.53
99500 - Recreation Specialist	10.64
99510 - Recycling Worker	13.27
99610 - Sales Clerk	10.44
99620 - School Crossing Guard (Crosswalk Attendant)	10.36

99630 - Sport Official	10.44
99658 - Survey Party Chief (Chief of Party)	17.18
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.33
99660 - Surveying Aide	9.00
99690 - Swimming Pool Operator	14.72
99720 - Vending Machine Attendant	12.57
99730 - Vending Machine Repairer	14.72
99740 - Vending Machine Repairer Helper	12.57

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only

applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title, a Federal grade equivalency (FGE) for each proposed classification, job description, and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2062 CA, SAN JOSE**WAGE DETERMINATION NO: 94-2062 REV (17) AREA: CA, SAN JOSE****HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2061**

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2062
Director	Wage Determinations	Revision No.: 17
		Date Of Revision: 06/17/2004

State: California

Area: California Counties of Santa Clara, Santa Cruz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE**01000 - Administrative Support and Clerical Occupations**

01011 - Accounting Clerk I	12.96
01012 - Accounting Clerk II	14.14
01013 - Accounting Clerk III	15.93
01014 - Accounting Clerk IV	18.53
01030 - Court Reporter	20.19
01050 - Dispatcher, Motor Vehicle	16.67
01060 - Document Preparation Clerk	15.45
01070 - Messenger (Courier)	12.34
01090 - Duplicating Machine Operator	15.45
01110 - Film/Tape Librarian	15.40
01115 - General Clerk I	12.21
01116 - General Clerk II	13.71
01117 - General Clerk III	15.48
01118 - General Clerk IV	16.99
01120 - Housing Referral Assistant	22.50
01131 - Key Entry Operator I	12.88
01132 - Key Entry Operator II	15.55
01191 - Order Clerk I	14.83
01192 - Order Clerk II	16.18
01261 - Personnel Assistant (Employment) I	13.55
01262 - Personnel Assistant (Employment) II	15.20
01263 - Personnel Assistant (Employment) III	17.55
01264 - Personnel Assistant (Employment) IV	20.41
01270 - Production Control Clerk	19.88
01290 - Rental Clerk	13.30
01300 - Scheduler, Maintenance	16.07
01311 - Secretary I	16.09
01312 - Secretary II	20.19
01313 - Secretary III	22.50
01314 - Secretary IV	26.11
01315 - Secretary V	29.33

01320 - Service Order Dispatcher	13.30
01341 - Stenographer I	14.32
01342 - Stenographer II	16.14
01400 - Supply Technician	26.11
01420 - Survey Worker (Interviewer)	13.51
01460 - Switchboard Operator-Receptionist	12.81
01510 - Test Examiner	20.19
01520 - Test Proctor	20.19
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	14.07
01533 - Travel Clerk III	15.18
01611 - Word Processor I	15.27
01612 - Word Processor II	17.15
01613 - Word Processor III	19.18
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.93
03041 - Computer Operator I	15.93
03042 - Computer Operator II	17.88
03043 - Computer Operator III	21.13
03044 - Computer Operator IV	23.59
03045 - Computer Operator V	26.13
03071 - Computer Programmer I (1)	19.56
03072 - Computer Programmer II (1)	25.48
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.93
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.80
05010 - Automotive Glass Installer	17.72
05040 - Automotive Worker	19.41
05070 - Electrician, Automotive	20.32
05100 - Mobile Equipment Servicer	17.66
05130 - Motor Equipment Metal Mechanic	21.21
05160 - Motor Equipment Metal Worker	19.41
05190 - Motor Vehicle Mechanic	21.21
05220 - Motor Vehicle Mechanic Helper	16.73
05250 - Motor Vehicle Upholstery Worker	18.55
05280 - Motor Vehicle Wrecker	19.41
05310 - Painter, Automotive	20.32
05340 - Radiator Repair Specialist	19.41
05370 - Tire Repairer	14.48
05400 - Transmission Repair Specialist	21.21
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.27
07010 - Baker	12.55
07041 - Cook I	13.37
07042 - Cook II	14.74
07070 - Dishwasher	9.34
07130 - Meat Cutter	17.14
07250 - Waiter/Waitress	9.68
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.21

09040 - Furniture Handler	14.58
09070 - Furniture Refinisher	20.21
09100 - Furniture Refinisher Helper	16.64
09110 - Furniture Repairer, Minor	18.45
09130 - Upholsterer	20.21
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.47
11060 - Elevator Operator	10.27
11090 - Gardener	14.75
11121 - House Keeping Aid I	10.37
11122 - House Keeping Aid II	10.37
11150 - Janitor	11.30
11210 - Laborer, Grounds Maintenance	12.24
11240 - Maid or Houseman	10.37
11270 - Pest Controller	15.19
11300 - Refuse Collector	11.30
11330 - Tractor Operator	13.99
11360 - Window Cleaner	12.24
12000 - Health Occupations	
12020 - Dental Assistant	16.59
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.69
12071 - Licensed Practical Nurse I	13.06
12072 - Licensed Practical Nurse II	14.65
12073 - Licensed Practical Nurse III	16.40
12100 - Medical Assistant	14.65
12130 - Medical Laboratory Technician	14.65
12160 - Medical Record Clerk	14.65
12190 - Medical Record Technician	17.92
12221 - Nursing Assistant I	10.42
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.79
12224 - Nursing Assistant IV	14.35
12250 - Pharmacy Technician	15.25
12280 - Phlebotomist	14.35
12311 - Registered Nurse I	21.81
12312 - Registered Nurse II	26.66
12313 - Registered Nurse II, Specialist	26.66
12314 - Registered Nurse III	32.25
12315 - Registered Nurse III, Anesthetist	32.25
12316 - Registered Nurse IV	38.68
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.77
13011 - Exhibits Specialist I	21.72
13012 - Exhibits Specialist II	23.68
13013 - Exhibits Specialist III	28.90
13041 - Illustrator I	21.68
13042 - Illustrator II	23.58
13043 - Illustrator III	28.84
13047 - Librarian	28.15
13050 - Library Technician	16.36
13071 - Photographer I	16.49
13072 - Photographer II	19.73
13073 - Photographer III	21.47
13074 - Photographer IV	26.25

13075 - Photographer V	31.76
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.87
15030 - Counter Attendant	8.87
15040 - Dry Cleaner	11.86
15070 - Finisher, Flatwork, Machine	8.87
15090 - Presser, Hand	8.87
15100 - Presser, Machine, Drycleaning	8.87
15130 - Presser, Machine, Shirts	8.87
15160 - Presser, Machine, Wearing Apparel, Laundry	8.87
15190 - Sewing Machine Operator	12.93
15220 - Tailor	13.99
15250 - Washer, Machine	9.96
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.96
19040 - Tool and Die Maker	25.80
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.58
21020 - Material Coordinator	19.76
21030 - Material Expediter	19.76
21040 - Material Handling Laborer	12.69
21050 - Order Filler	13.89
21071 - Forklift Operator	15.40
21080 - Production Line Worker (Food Processing)	15.40
21100 - Shipping/Receiving Clerk	14.40
21130 - Shipping Packer	13.18
21140 - Store Worker I	11.54
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.84
21210 - Tools and Parts Attendant	15.40
21400 - Warehouse Specialist	15.40
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.05
23040 - Aircraft Mechanic Helper	17.11
23050 - Aircraft Quality Control Inspector	23.72
23060 - Aircraft Servicer	19.26
23070 - Aircraft Worker	20.43
23100 - Appliance Mechanic	21.37
23120 - Bicycle Repairer	15.44
23125 - Cable Splicer	22.77
23130 - Carpenter, Maintenance	22.77
23140 - Carpet Layer	20.43
23160 - Electrician, Maintenance	26.69
23181 - Electronics Technician, Maintenance I	16.91
23182 - Electronics Technician, Maintenance II	23.11
23183 - Electronics Technician, Maintenance III	26.61
23260 - Fabric Worker	19.26
23290 - Fire Alarm System Mechanic	22.77
23310 - Fire Extinguisher Repairer	18.05
23340 - Fuel Distribution System Mechanic	24.66
23370 - General Maintenance Worker	15.09
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.89
23430 - Heavy Equipment Mechanic	23.16
23440 - Heavy Equipment Operator	24.17
23460 - Instrument Mechanic	22.77
23470 - Laborer	12.42

23500 - Locksmith	23.76
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	24.33
23580 - Maintenance Trades Helper	16.64
23640 - Millwright	24.42
23700 - Office Appliance Repairer	21.60
23740 - Painter, Aircraft	21.32
23760 - Painter, Maintenance	20.21
23790 - Pipefitter, Maintenance	25.53
23800 - Plumber, Maintenance	24.44
23820 - Pneudraulic Systems Mechanic	22.77
23850 - Rigger	21.10
23870 - Scale Mechanic	20.43
23890 - Sheet-Metal Worker, Maintenance	23.88
23910 - Small Engine Mechanic	19.31
23930 - Telecommunication Mechanic I	22.32
23931 - Telecommunication Mechanic II	23.87
23950 - Telephone Lineman	22.26
23960 - Welder, Combination, Maintenance	21.10
23965 - Well Driller	22.77
23970 - Woodcraft Worker	22.77
23980 - Woodworker	17.58
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.19
24580 - Child Care Center Clerk	10.41
24600 - Chore Aid	9.46
24630 - Homemaker	11.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	27.96
25040 - Sewage Plant Operator	23.09
25070 - Stationary Engineer	26.39
25190 - Ventilation Equipment Tender	19.88
25210 - Water Treatment Plant Operator	22.43
27000 - Protective Service Occupations	
(not set) - Police Officer	34.49
27004 - Alarm Monitor	12.18
27006 - Corrections Officer	26.05
27010 - Court Security Officer	29.27
27040 - Detention Officer	26.05
27070 - Firefighter	27.28
27101 - Guard I	11.37
27102 - Guard II	12.72
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.22
28020 - Hatch Tender	17.22
28030 - Line Handler	17.22
28040 - Stevedore I	16.46
28050 - Stevedore II	18.00
29000 - Technical Occupations	
21150 - Graphic Artist	26.12
29010 - Air Traffic Control Specialist, Center (2)	34.16
29011 - Air Traffic Control Specialist, Station (2)	23.55
29012 - Air Traffic Control Specialist, Terminal (2)	25.95
29023 - Archeological Technician I	13.37
29024 - Archeological Technician II	14.95

29025 - Archeological Technician III	18.52
29030 - Cartographic Technician	20.37
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.15
29040 - Civil Engineering Technician	22.41
29061 - Drafter I	16.50
29062 - Drafter II	18.52
29063 - Drafter III	22.19
29064 - Drafter IV	24.13
29081 - Engineering Technician I	15.61
29082 - Engineering Technician II	18.23
29083 - Engineering Technician III	20.63
29084 - Engineering Technician IV	25.27
29085 - Engineering Technician V	30.91
29086 - Engineering Technician VI	35.02
29090 - Environmental Technician	22.94
29100 - Flight Simulator/Instructor (Pilot)	31.53
29160 - Instructor	25.45
29210 - Laboratory Technician	18.11
29240 - Mathematical Technician	24.95
29361 - Paralegal/Legal Assistant I	20.32
29362 - Paralegal/Legal Assistant II	23.04
29363 - Paralegal/Legal Assistant III	28.08
29364 - Paralegal/Legal Assistant IV	34.06
29390 - Photooptics Technician	22.54
29480 - Technical Writer	31.70
29491 - Unexploded Ordnance (UXO) Technician I	21.71
29492 - Unexploded Ordnance (UXO) Technician II	26.26
29493 - Unexploded Ordnance (UXO) Technician III	31.48
29494 - Unexploded (UXO) Safety Escort	21.71
29495 - Unexploded (UXO) Sweep Personnel	21.71
29620 - Weather Observer, Senior (3)	21.48
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.35
29622 - Weather Observer, Upper Air (3)	19.35
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.81
31260 - Parking and Lot Attendant	8.35
31290 - Shuttle Bus Driver	11.24
31300 - Taxi Driver	10.64
31361 - Truckdriver, Light Truck	12.20
31362 - Truckdriver, Medium Truck	12.82
31363 - Truckdriver, Heavy Truck	20.16
31364 - Truckdriver, Tractor-Trailer	20.16
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.13
99030 - Cashier	8.15
99041 - Carnival Equipment Operator	13.09
99042 - Carnival Equipment Repairer	13.81
99043 - Carnival Worker	10.58
99050 - Desk Clerk	9.19
99095 - Embalmer	21.71
99300 - Lifeguard	8.17
99310 - Mortician	21.71
99350 - Park Attendant (Aide)	10.29
99400 - Photofinishing Worker	

(Photo Lab Tech., Darkroom Tech)	8.17
99500 - Recreation Specialist	12.63
99510 - Recycling Worker	13.98
99610 - Sales Clerk	8.17
99620 - School Crossing Guard (Crosswalk Attendant)	9.74
99630 - Sport Official	8.17
99658 - Survey Party Chief (Chief of Party)	14.75
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.35
99660 - Surveying Aide	7.41
99690 - Swimming Pool Operator	14.48
99720 - Vending Machine Attendant	12.47
99730 - Vending Machine Repairer	14.48
99740 - Vending Machine Repairer Helper	12.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed

wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

TE 5 A

TECHNICAL EXHIBIT 5A
REQUIRED PLAN SUBMITTAL

Contractor shall provide the following prior to beginning work.

1. Employee List (See Section C.9.2.3)
2. Quality Control Plan (See Section C.9.5)
- (k) Safety Plan (See Section C.9.6)
4. Proof of Insurance (See Section C.9.8.)

SSP**ATTACHMENT 1****SOURCE SELECTION PROCEDURES WITH REQUIRED SUBMITTALS**

1. This solicitation utilizes streamlined acquisition procedures. The Government will use informal source selection procedures in the proposal evaluation process. All required information submitted will be used in the evaluation process. Offers will be evaluated according to the information outlined on the following pages.

2. The Government fully intends to award without discussions. Nevertheless, the Government may hold discussions and request final revisions.

3. Past Performance/Past Experience Evaluation.

3.1. Offerors shall submit information concerning relevant past performance and experience. Offerors shall forward Attachment 3, Past Performance and Experience Questionnaire, directly to customers having experience working with the offeror on similar requirements. These documents shall be submitted to the office designated in Block 9, Standard Form (SF) 1449, no later than the date/time specified in Block 8, SF 1449.

3.2. Offerors shall give specific data as to their company's (and proposed subcontractor) experience for the past four (4) years relevant to this RFP. Offerors must certify their statements are complete, accurate, and if their firm was a prime contractor or subcontractor. If a prime contractor, offeror must list all first tier subcontractors, and shall include specific experience in laundry service.

3.3. The Government desires a management with proven qualifications (e.g., training, education and /or specific experience, etc.) commensurate with positions proposed. Offerors shall address suitability of personnel proposed and provide information requested in this attachment.

4. The Government Evaluation Team will consist of the Contracting Officer, Contracting, Logistics staff, and Evaluation Team Members. A Government legal advisor will be on-call to provide assistance.

5. PROPOSAL FORMAT/CONTENT.

5.1. Proposals without specific minimum content or not in specified format may be deemed unacceptable. All documents submitted will constitute the offer (defined by FAR 2.101) and is binding. The offer constitutes the offeror's acceptance of the RFP terms and conditions, concurrence with the Performance-Based Work Statement, bid schedule (Section B) and technical exhibits.

5.2. The proposal shall contain a master Table of Contents of the total proposal. The master index shall identify major areas by title, as well as pages and section location.

5.2.1. VOLUME 1:

- TAB A - Signed SF 1449, and amendments, if applicable
- TAB B - Section B – Price Proposal
- TAB C - Representations, Certifications, and Other Statements of Offerors

5.2.2. The offeror shall submit an original and one (1) copy.

5.2.3. VOLUME 2:

- TAB A - Technical/Management Approach
- TAB B - Past Performance/Experience – Information required from Offeror

- TAB C - Past Performance/Experience – Information required from References
- TAB D - Provide proof of financial capability and stability

NOTE: Past Performance questionnaires shall be submitted to the Directorate of Contracting only by the Firm completing the questionnaire.

5.3.1. Written documentation for Volume 2 shall not exceed 20 pages. Past Performance Questionnaires provided IAW Paragraph 7.4.3, entitled “Past Performance/Experience – Information Required From References,” are not included in the 20-page limitation.

5.3.2. Late submissions will be handled IAW the FAR Provision 52.212-1 entitled “Instructions to Offerors—Commercial Items.” Information not specifically requested will not be evaluated or used in any way. All written documentation shall be submitted in the appropriate volume and be appropriately tabbed.

6. (RESERVED)

7. INSTRUCTIONS AND PROCEDURES.

7.1. The Offer: The offer (FAR 2.101) consists of all submitted written information. Submission of documents (specified below) to the Government Evaluation Board will constitute the offeror's concurrence and acceptance of the terms and conditions of the RFP, Performance-Based Work Statement (PBWS) and Bid Schedule (Section B).

7.2. Written Documentation: Offerors are cautioned to review FAR Provision 52.212-1, “Instructions to Offerors –Commercial Items,” which contains rules governing untimely submission of proposals. All required written documentation will be used to evaluate offers. Offerors shall submit required documentation by the specified date and time to the location named herein. Information not specifically requested will not be evaluated or used. All documentation shall be submitted in the respective volume, tabbed appropriately.

7.2.1. All documentation listed in Volumes 1 and 2 shall be submitted to the office designated in Block 9, SF 1449. Documents shall be received NLT the time/date specified in Block 8, SF 1449.

7.3. VOLUME 1

7.3.1. The SF 1449 shall be submitted fully completed, with an original signature in Block 30a. The Contractor shall acknowledge any amendments to the RFP, IAW instructions on the SF 1449 (Volume 1–TAB A).

7.3.2. Section B, Supplies or Services and Prices/Costs. Section B shall be fully completed and error-free. It shall contain prices for Contract Line Item Numbers (CLIN) as required in that section.

7.3.3. Representations, Certifications, and Other Statements of Offerors. All blocks in each certification and representation must be truthfully and entirely completed (Volume 1–TAB C).

7.4. VOLUME 2

7.4.1. TAB A – Technical/Management Approach. For each area listed below, offeror shall demonstrate conformance to requirements of the RFP. Areas to be evaluated are as follows:

- Ability to meet the schedule?
- Safety and Health: handling contaminated laundry, vehicle safety, etc.?
- Flexibility dealing with surges, lulls, emergencies, contingencies, mobilization, etc?
- Ability to manage the volume of work?
- Ability to provide quality contract documentation, property administration, and management?
- Ability to carry out an effective quality control plan? Does it include customer feedback? What is the relationship of quality control personnel within the corporate structure and to whom do they report?
- How will the Contractor provide Government /Contractor Interface?

-Does the Contractor address training (Safety, Health, etc.)?

7.4.2. Past Performance/Past Experience Information Required From Offeror. The offeror shall ensure that documentation is provided (Volume 2–TAB B).

7.4.2.1. The offeror shall provide documentation regarding their experience as directly related to work being procured under this solicitation. To illustrate past experience, the following documentation shall be submitted:

7.4.2.2. The offeror shall provide data outlining experience, as prime or major subcontractor, with similar contracts. Submittal shall include data showing that work performed previously was the same or similar to work specified in this solicitation. The offeror shall not go back farther than 48 months for the data. Non-Government contracts may be used, if Government contracts are not available. Documentation shall be submitted in the following format:

- Contract Number, Award Date, and Contract type.
- Price/Cost -- original awarded and final (or projected final, if contract is current).
- Delivery Schedule -- original and final (or projected final, if the contract is current).
- Address and telephone number for the Government (or commercial) procuring contracting activity and contract administrative activity (if applicable).
- Name, telephone number, fax number, and e-mail address for the following:
 - Procuring Contracting Officer (PCO)
 - Administrative Contracting Officer (ACO)
 - Government /commercial contracting activity technical representative/COR.
- Provide specific details for each contract listed, why that effort is relevant or similar to this solicitation.
- A narrative explanation for each contract listed, objectives achieved, cost/price growth, or schedule delays encountered. For Government contracts not meeting original requirements with regard to either cost/price, schedule, or technical performance, a brief explanation of reasons for such shortcomings and any demonstrated corrective actions taken to avoid recurrence.
- A copy of cure notices or shows cause letters received on each contract listed and a description of any corrective action by the offeror or proposed subcontractor.
- Explanation of citations, infractions, or violations from consumer protection or state agencies in the past four (4) years.

7.4.2.3. The offeror shall provide the required information concerning termination actions. The information and format at paragraph 7.4.2.1. above, shall be submitted for all contracts the offeror has had terminated, in whole or in part, for default during the past three (3) years and any contracts currently in the termination process. This data is required for any contract, whether similar or not to the proposed effort.

7.4.2.4. Where problems were encountered on previous contracts, offerors are encouraged to submit data on identified contracts and the corrective actions. Provide corporate financial statements for the last three (3) complete fiscal years, including financial position, net income, and audit reports for the prime contractor.

7.4.2.5. New corporate entities may submit data on prior contracts involving its officers and employees. The offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

7.4.2.6. Offerors shall provide an outline of how effort required by this RFP will be assigned for performance within the contractor's corporate entity and/or among proposed subcontractors. Data required in paragraphs above shall be given for each proposed subcontractor who will perform a significant portion of the effort. Regarding prime contract assignments that will be performed by the offeror (not a proposed subcontractor), offeror shall indicate:

- Which internal corporate bodies/divisions will accomplish what portions of the effort?
- Whether or not those divisions were responsible for performance under previous contracts cited.

- If divisions have relocated since accomplishment of previous cited contract efforts, and a description of any changes arising from that relocation in terms of key personnel, facilities, and equipment.

7.4.2.7. Offerors' proposals shall include written consent of proposed subcontractors to allow the Government to discuss subcontractors past performance evaluation with the offeror during any discussions.

7.4.2.8. In addition, the following areas will be evaluated for Past Performance/Past Experience:

- How has the offeror been rated on efforts of comparable size and complexity and is the type of work relevant to this solicitation?
- How successful was the offeror in managing and controlling government-furnished property?
- How has the offeror been rated on technical compliance with contractual terms in contracts for similar services?
- How successful was the contractor in maintaining the contract schedule in contracts for similar services?
- Does the contractor have a good record in property accountability, environmental issues, and safety on contracts for similar services?
- All written comments will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. The Past Performance/Past Experience Questionnaire will be rated in accordance with the proposal merit rating scale.

NOTE: Offerors are reminded that both independent data and data provided in their proposals may be used to evaluate past performance. The Government may not necessarily interview all sources provided by offerors, so it is incumbent upon the offeror to explain relevance of data provided. The Government does not assume a duty to search for data to cure problems found in proposals. The burden of providing thorough and complete past performance information is with the offeror. Proposals not containing all data requested risk rejection or a high performance risk rating by the Government. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably.

7.4.3. TAB C - Past Performance/Past Experience Information Required From References. It is the offeror's responsibility to follow-up with the evaluating agency to ascertain if information has been forwarded to the Contracting Officer prior to the established closing date.

7.4.3.1. The Past Performance Questionnaire, Attachment 3, shall be used. Questionnaires shall be sent to at least five (5) agencies or companies for which the offeror has performed similar services in the past 48 months. In addition, the offeror shall provide the past performance questionnaire to any proposed subcontractor. The subcontractor is required to provide the past performance questionnaire to no fewer than three (3) references for which they have performed similar services in the past 48 months. The offeror and subcontractors shall inform each contact that the Directorate of Contracting, Presidio of Monterey, California, will use responses to evaluate past performance for this solicitation.

7.4.3.2. Evaluating agencies must submit completed questionnaires by mail, courier, or fax. Faxes must be sent by the evaluating activity, and confirmation of the transmission source must be obtainable. The telephone number of the faxed transmission address will suffice to confirm the fax was sent by the evaluating agency. Questionnaires may be mailed or faxed to:

7.4.3.2.1. Mailing Address.

DIRECTORATE OF CONTRACTING
ATTN: W9124N-05-R-0002 (Lea Zumwalt)
1342 Plummer Street
Building 276, Room 4
Monterey, CA 93944-3328

7.4.3.2.2. Fax Numbers.

DIRECTORATE OF CONTRACTING
FAX (831) 242-6562 OR (831) 242-6591
ATTN: W9124N-05-R-0002 (Lea Zumwalt)

7.4.3.3. No submittals (mailed or faxed) will be accepted from the vendor being evaluated. Vendors should verify completion and submittal of forms with the agencies/companies, including subcontractors to which they provided questionnaires. If the past performance is negative, the offeror will have an opportunity to provide rebuttal.

7.5. The Government fully intends to award without discussions. Nevertheless, the Government may hold discussions and request final revisions. The offeror's past performance, experience, reputation for laundry services, adherence to contract schedules, for reasonable and cooperative behavior, commitment to customer satisfaction, and currency of work experience will be assessed. The Government will focus on data that demonstrates quality of performance relative to the size and complexity of this requirement.

8. REQUIREMENTS FOR WRITTEN SUBMISSIONS

8.1. All written documents, with the exception of required Standard Forms (SF) and Department of Army (DA) forms shall adhere to the following criteria:

- Paper: 8 ½ " x 11" plain white bond
- Margins: Not less than .75" (top, left, right, bottom)
- Font and Size: Times New Roman; not less than 10 pitch
- Each page of a fold-out shall count the equivalent number of standard (8 ½ " x 11") pages
- A page shall be defined as one side of a standard 8 ½ " X 11" sheet of paper.

ATTACHMENT 2**FACTORS AND SUBFACTORS TO BE EVALUATED**

1. The source selection decision will be based on a tradeoff process that permits tradeoffs among price and non-price factors, and allows the Government to accept other than the lowest priced proposal. When making the source selection decision, the Source Selection Authority (SSA) will compare the competing offerors on the basis of the evaluation factors.

The Government will evaluate proposals received based on factors, sub-factors, and elements listed below. A factor rating will consist of a roll-up of the subfactor evaluation results. The following are priority statements for the basis of award.

- The Technical Factor is more important than the Price Factor. The Technical Factor is made up of one (2) Subfactor of equal importance.
 - Technical/Management Approach Subfactor
 - Past Performance/Past Experience Subfactor
- Where the selection official reasonably regards proposals as being essentially equal with respect to the Technical Factor, Price can become the determining factor in making the award.

2. The Government will develop an overall rating for each offeror based on the evaluation of the factors and subfactors. Each factor will be rated as “excellent,” “good,” “acceptable,” “susceptible to being made acceptable,” or “unsatisfactory.”

The factors and subfactor will be rated as “excellent/very low risk,” “good/low risk,” “acceptable/moderate risk,” “susceptible to being made acceptable/high risk,” “unsatisfactory/very high risk,” and “unknown risk.” This subfactor rating will be rolled up with the project operations subfactor for an overall technical factor rating. The rating will be based on each offeror’s prospect for success, as evaluated against the rating factors.

The rating will reflect the Government’s degree of confidence that the offeror will keep promises made in its proposal. The rating will be part of the Government’s evaluation of the offeror’s proposal and will be used to determine which offeror represents best overall expected value. To receive consideration for award, an overall rating of no less than “acceptable” must be achieved for the Technical Factor.

Note: Each proposal will be independently rated by selection team members. A consensus rating will then be established by the team members. The rating sheets are provided in this Source Selection Plan,

2.1. Overall Proposal Merit Rating Scale

ADJECTIVAL	COLOR	DEFINITION
Excellent	Blue	Offers one or more strengths, which significantly outweigh any weaknesses, and has a very good probability of success with overall low degree of risk in meeting the Government's requirements.
Good	Green	Offers one or more strengths, which outweigh any weaknesses, and has a good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Acceptable	Yellow	Any strength offset by weaknesses, has a fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
Susceptible to Being Made Acceptable	Pink	A proposal that contains errors, omissions or deficiencies, which are capable of being corrected without a major rewrite or revision of the proposal, and has a high degree of risk in meeting the Government's requirements.
Unsatisfactory	Red	A proposal, which contains major errors, omission or deficiencies, or, an unacceptably high degree of risk in meeting the Government's requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.

2.2. Proposal Merit Rating Scale-Assessment Form for Each Factor and Subfactor

ADJECTIVAL	COLOR	DESCRIPTION
Excellent/Very Low Risk	Blue	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort. Past performance has met contractual requirements and has exceeded some to the Government's benefit. Contractual performance was accomplished with few minor problems for which corrective action(s) taken by the contractor were highly effective.
Good/Low Risk	Green	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Past performance has met contractual requirements and has exceeded some to the Government's benefit. Contractual performance was accomplished with some minor problem(s) for which corrective action(s) taken by the contractor were effective.
Acceptable/Moderate Risk	Yellow	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Past performance has met contractual requirements. Contractual performance contains some minor problem(s) for which corrective action(s) taken by the contractor appear or were satisfactory.
Susceptible to Being Made Acceptable/High Risk	Pink	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Past performance has not met some contractual requirements. Contractual performance reflects a serious problem for which either the contractor has not yet identified corrective action(s), or the proposed corrective action(s) appear only marginally effective or were not fully implemented.
Unsatisfactory/Very High Risk	Red	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort. Past performance has not met most contractual requirements, and recovery did not occur or was not in a timely manner. Contractual performance contains serious problem(s) for which the contractor's corrective action(s) appear or were ineffective.
Unknown Risk	White	No performance record identifiable.

3. FACTOR 1. Technical

3.1. Subfactor 1. Technical/Management Approach.

Does the offeror's approach adequately demonstrate thorough knowledge and clear plan for each of the functional areas listed below? For each of the areas listed, clearly show comprehension of conformance to the solicitation requirements:

- Ability to meet the schedule?
- Safety and Health: handling contaminated laundry, vehicle safety, etc.?
- Flexibility dealing with surges, lulls, emergencies, contingencies, mobilization, etc?
- Ability to manage the volume of work?
- Ability to provide quality contract documentation, property administration, and management?
- Ability to carry out an effective quality control plan? Does it include customer feedback? What is the relationship of quality control personnel within the corporate structure and to whom do they report?
- How will the Contractor provide Government /Contractor Interface?
- Does the Contractor address training (Safety, Health, etc.)?

3.2. Subfactor 2. Past Performance/Past Experience Information Required from Offeror:

- How has the offeror been rated on efforts of comparable size and complexity and is the type of work relevant to this solicitation?
- How successful was the offeror in managing and controlling government-furnished property?
- How has the offeror been rated on technical compliance with contractual terms in contracts for similar services?
- How successful was the contractor in maintaining the contract schedule in contracts for similar services?
- Does the contractor have a good record in property accountability, environmental issues, and safety on contracts for similar services?
- All written comments will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. The Past Performance/Past Experience Questionnaire will be rated in accordance with the proposal merit rating scale.

NOTE: In the case of an offeror without a record of relevant past performance or for whom data on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Past Performance/Past Experience will be evaluated on the data submitted in the proposals and from input from outside sources as deemed necessary by the Contracting Officer.

3.3. FACTOR 2. Price. Price will not be scored. A price realism analysis will be conducted and results considered in the award decision. As the difference in non-cost factors decrease between offerors, price can become the determining factor.

3.3.1. Proposed prices will be evaluated to assess the degree to which they accurately reflect proposed performance. Price found to be either too high or too low in relation to proposed work shall be deemed unrealistic.

3.3.2. Price will be assessed for completeness, reasonableness, and realism. Price evaluation will be performed on the total proposed estimated price, including base period and all option years. Evaluation of options will not obligate the Government to exercise such options.

- Completeness: To be complete, Offeror must provide pricing for all items necessary to support the proposal.
- Reasonableness: Proposed pricing will be evaluated to determine if it is unreasonably high or low in relation to the technical and management approaches and in comparison to historical pricing.
- Realism: Proposed pricing will be evaluated to determine if prices are realistic for the work to be performed, reflect a clear understanding of requirements, and are consistent with performance methods and materials described in the technical proposal. If proposed pricing is unrealistically low for the

effort proposed, it might cause that proposal to be eliminated from award consideration.

4. The Government plans to award without discussions. The Government will evaluate all proposals and, if discussions are to be conducted, establish the competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer may establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. After evaluating all proposals, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. If discussions are held and a competitive range is established, final revisions to proposals will be requested at the conclusion of discussions. If the Contracting Officer decides that an offeror's proposal should no longer be included in the competitive range, the proposal may be eliminated from consideration for award. Written notice of this decision shall be provided to unsuccessful offerors. Offerors excluded or otherwise eliminated from the competitive range may request a debriefing. The Government reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly.

5. Offerors are reminded that unsupported promises to comply with contractual requirements will not be sufficient. Proposals must not merely "parrot" back contractual requirements, but must provide convincing evidence in support of conclusion statements relating to promised performance. The offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Unexplained inconsistencies caused by an offeror's lack of understanding of the nature and scope of the work required may be grounds to reject the proposal.

6. Due to the nature of the services required in the RFP, the number of responses anticipated, and the Government's desire for an equitable and accurate assessment of each proposal, offerors shall submit proposals conforming to the format described in Attachment 1. Proposals that do not conform to all requirements expressed in the RFP may be rejected without further evaluation, deliberation, or discussion.

ATTACHMENT 3**PAST PERFORMANCE/PAST EXPERIENCE QUESTIONNAIRE**

In accordance with (IAW) the Federal Acquisition Regulation (FAR) 12.206, Past Performance is an evaluation factor in solicitations. Your organization has been identified for participation in the past performance evaluation on a current solicitation issued by the Directorate of Contracting, Presidio of Monterey, California. This survey will be used to evaluate the past performance of the offeror and any proposed subcontractors for the contracting action identified below.

Your candid response to the questions is important to our evaluation effort and may affect the award outcome. Please indicate "NA" in any area that is not applicable to work performed on your contracting action. IAW OFPP Policy Letter Number 92-5, names of individuals supplying past performance information will remain confidential.

Please fax or mail the completed survey to the office designated below no later than the date/time specified in Block 8, SF1449 to:

Directorate of Contracting
SFCA-SR-PM
ATTN: W9124N-05-R-0002 (Lea Zumwalt)
1342 Plummer Street
Building 276, Room 4
Monterey, California 93944-3328
FAX: (831) 242-6562 or (831) 242-6591

If you have questions or concerns regarding this survey or any requested information, please contact Lea Zumwalt (831-242-6571) or Sharon Pandile (831-242-6569). **THIS INFORMATION SHALL NOT BE PROVIDED TO THE CONTRACTOR.**

Thank you for your time and effort in completing this survey.

BACKGROUND INFORMATION**1. Contractor Information**

Contractor _____
Address _____
Telephone Number _____
Point of Contact _____

2. Name, Title, and Telephone number of the individual completing this survey:

Name _____ Title _____

Location _____

Telephone Number _____

1. Contracting Action: _____ 2. Type of Contract: _____

3. Award Amount: \$ _____ Current Value: \$ _____ Projected Final: \$ _____

4. Period of Performance: _____ Years Remaining: _____

[illegible]

SECTION A – Performance: Please complete if you are/were an end user of the contractor's product or service or involved in quality assurance evaluation. Please provide rating and any explanatory or descriptive comments you

may have.

SCALE: Excellent 4 / Good 3 / Acceptable 2 / Marginal 1 / Unsatisfactory 0
1. How would you rate the quality of the overall service provided? _____
2. How would you rate the quality of deliverables (reports, etc.) _____
3. How would you rate the responsiveness of the contractor to emergency situations? _____
4. How would you rate the contractor's responsiveness to customer inquiries? _____
5. How would you rate the ability of the contractor to meet milestones? _____
6. How would you rate the contractor's communication with the Customer? _____

SECTION B - Managerial: Please complete if you are/were a customer of the contractor's services) Please provide rating and any explanatory or descriptive comments you may have.

SCALE: Excellent 4 / Good 3 / Acceptable 2 / Marginal 1 / Unsatisfactory 0
1. How would you rate the quality of the management support assigned to the project? _____
2. How would you rate the management of subcontractors? _____
3. How well did the contractor hire and retain trained qualified employees? _____
4. How well did the contractor keep abreast of changes in Government regulations, military specifications, local regulations, etc.? _____
5. How effective was the on-site management? _____
6. How would you rate the contractor's ability to provide for seamless transition between departing and replacement employees? _____
7. How would you rate the contractor's ability to develop innovative methods of performing functions on your project? _____
8. How would you rate the employee performance overall? _____
9. How would you rate the contractor's overall responsiveness in terms of quality, timeliness, professionalism, and courtesy? _____

SECTION C – Contractual Issues: Please complete if you are/were the contract specialist/administrator. Please provide rating and any explanatory or descriptive comments you may have.

SCALE: Excellent 4 / Good 3 / Acceptable 2 / Marginal 1 / Unsatisfactory 0
1. How would you rate the contractor's ability to meet any socioeconomic subcontracting requirements? _____
2. How would you rate the contractor's cooperation in negotiating (both initial award and modifications)? _____
3. How would you rate the contractor's ability to control costs? _____
4. How would you rate the contractor's responsiveness to the Contracting Office? _____
5. How successful was completion of the project? Were there any show cause or cure notices issued; any default action or any other action related to completion? _____

SECTION D- Basic Issues:

1. Was the referenced contractor defaulted on the referenced contracting action or any other contracting action of which you are aware?
2. Would you award another contract action to this contractor?

ADDITIONAL COMMENTS:

W9124N-05-R-0002

ATTACHMENT 4

**PERFORMANCE ASSESSMENT PLAN
FIRM FIXED-PRICE CONTRACT**

FOR INFORMATION PURPOSES ONLY

This plan is provided for information purposes only. The Performance Assessment Plan is not made a part of the solicitation, nor shall it be made a part of the resulting contract. The Government has the right to change or modify inspection methods at its discretion.

CORRECTIVE ACTION CONTAINED IN THIS PLAN SHALL BE SEPARATE AND APART FROM OTHER REMEDIES SPECIFIED IN THE CONTRACT. NOTHING IN THIS PLAN SHALL BE CONSTRUED TO WAIVE OR LIMIT THE GOVERNMENT'S RIGHTS UNDER ANY OTHER PROVISIONS OF THIS CONTRACT.

ATTACHMENT 4

**PERFORMANCE ASSESSMENT PLAN
FIRM FIXED-PRICE CONTRACT**

1. **GENERAL.** The Performance Requirements Summary in this section will be used to measure performance of services not the details of how the Contractor accomplishes the work, but for the purposes of determining the continuation of service under this contract and any applicable payment deductions. The rights of the Government and remedies described in this section are in addition of all other rights and remedies set forth in this solicitation. The Government reserves its right under the clauses incorporated in FAR Clause 52.212-4 of this contract. Any deductions pursuant to the Performance Requirement Summary (PRS) shall reflect the reduced value of service performed under this contract. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services even if a deduction was previously taken for inadequate performance.

1.1 The Performance Assessment Plan (PAP) is not part of the solicitation nor will it be made part of any resulting contract. The Government is providing this information to enable the Contractor to enhance his quality control program that interrelates with the Government's PAP. The Government retains the right to change assessment method and procedures or increase the degree of assessment efforts to assure contract compliance.

1.2 Individual Tasks and Other Services. Requirements not included in the PRS remain subject to separate quality assurance evaluations and deductions from payments under the Inspection of Services/Acceptance Clause at FAR 52.212-4(a) of this contract. The absence from the PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any provision of this contract.

1.3. Explanation of the PRS. The PRS lists those services for which the Government will make deductions from payment due the Contractor when service fails to meet the established Acceptable Quality Level (AQL). Due to the interrelated requirements of COCO laundry services, many tasks will have direct impact on the overall acceptability of a single required service. Therefore, the PRS has been developed, where possible, to cover required services rather than the individual performance of tasks. Each listed service will pass or fail based on the acceptability of the tasks, which comprise that service.

2. **PRS TABLE.** The PRS included in this section will provide the following information.

2.1. Column Number 1 - Objectives. Column 1 lists the contract requirements by service outputs which breakdown the contract in areas considered necessary for acceptable contract performance. The Government will measure contract performance in each of these various areas to determine overall performance and contract payment. Each service in the PRS will be evaluated IAW established AQLs.

2.2. Column Number 2 – Standards of Performance. Column 2 states the standard of performance for each listed objective/service.

2.3. Column Number 3 – Allowable Quality Level (AQL). Column 3 lists the Allowable Quality Level which together with the lot size formula determines the maximum allowable degree of deviation from perfect performance that may occur for each listed service before the Contractor will receive less than 100% of the maximum payment for the listed service.

2.4. Column Number 4 – Method of Assessment. Column 4 lists the primary surveillance methods the Government will use to evaluate the Contractor's performance of each listed service.

2.5. Column Number 5 – Task Value. Column 5 sets forth the percentage of the contract price that each service output listed in Column 1 represents. The percentage used is the relative value of each contract requirement negotiated at the time of proposal and incorporated in the contract.

3. **INSPECTION METHODS.** The Government may use a variety of surveillance methods to evaluate the Contractor's performance. The Government may unilaterally change the type and frequency of inspections, as it deems necessary. Scheduled and unscheduled surveillance may be used to look at the total or parts of performance.

Valid customer complaints will not be added to the defective samples found under random or planned sampling for the purposes of deductions in contract payment. The methods of surveillance that may be used are listed at paragraphs 3.1 – 3.4 below. For the purpose of this contract, the word “sampling” is synonymous with the word “inspection”.

3.1. Random Sampling -- the selection of a random sample; each element of the population has an equal chance of been selected. This is usually the most appropriate method for recurring tasks. With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained.

3.2. Planned Sampling -- consists of the evaluation of tasks selected on other than a 100 percent or random basis. It may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable

3.3. Customer Feedback – Customer Input or Feedback is used in situations where customers can be relied upon to complain consistently when the quality of performance is poor. Customer feedback can be used as substantiating evidence where random sampling indicates unsatisfactory service. Customer feedback should be in a form of a written document.

3.4. 100 Percent Inspection -- This is usually only the most appropriate method for infrequent tasks or tasks with stringent performance requirements, e.g., where safety and health is a concern. With this method, performance is inspected/evaluated at each occurrence.

4. **PERFORMANCE EVALUATION.** The Contractor shall have work complete and ready for inspection in accordance with all terms of the contract. The Government will perform monthly quality assurance inspections to measure overall performance and determine contract payment. Government inspections will be made according to the appropriate surveillance method(s) to compare Contractor’s performance to contract requirements and standards. When the Contract Manager is not available during inspection to receive the results, acceptance or rejection of work will be made on the basis of the inspection.

5. **MEASURING PERFORMANCE.** The Government will use the PRS in this contract as the primary tool to measure contract performance. Standard sampling procedures and tables for inspections will be used to measure Contractor’s performance. Contract performance will be measured each month by comparing the number of recorded defects on the sampling guides to the number of allowable defects as determined by the AQL. Defects are the Contractor’s failure to meet contract provisions, requirements and standards. One (1) defect constitutes failure of one inspection of one (1) service listed on the PRS during an evaluation period. Tables are based on ANSI/ASQCZ1.4.

5.1 Performance Tolerance for Random Sampling. When the method of surveillance of a service listed on the PRS is random sampling, random sampling tables will be used to determine the number of allowable defects and when each service should be acceptable or rejected.

5.2 Performance Tolerance for Planned Sampling. When the method of surveillance of a service listed on the PRS is planned sampling, the following procedure will be used to determine when that service should be accepted or rejected. The AQL will be multiplied by the lot size to determine the number of allowable defects. If the resulting value has a decimal, it will be rounded to the next higher whole number if the decimal is 0.5 or greater; and to the lower whole number if the decimal is less than 0.5. One additional defect will be the point at which the service will be rendered defective. A sample size for planned sampling is determined from the ANSI Tables.

5.3 Acceptable Performance. Contractor performance will be acceptable when all requirements have been met and the number of allowable defects (as determined above) has not been exceeded, whether random or planned sampling techniques were used.

5.4 Unacceptable Performance. Services listed on the PRS will be unacceptable and rated defective when the number of recorded defects exceeds the allowable number of defects. Defects will result when performance does

not meet contract provisions, or was not IAW contract requirements and standards, or was not completed in its entirety. **Once a defect has been identified it remains a defect, regardless if it has been corrected.**

5.4.1. **Contract Discrepancy Report (CDR).** When a PRS service is defective, the Government will issue the Contractor a CDR. The Contractor shall reply in writing by the suspense date explaining why performance was unacceptable and how recurrence of the problem will be prevented in the future. The Contracting Officer will evaluate the Contractor's explanation and determine if other remedies (e.g. partial payment, or contract termination is applicable).

6. **REPERFORMANCE OF DEFECTIVE WORK.** Portions of the work required by the contract may be of such a nature that defective or incomplete performance disclosed by Government inspections is not subject to correction by re-performance or late performance. **The Contractor shall not be required or entitled to re-perform, perform late, or other wise correct defective work for the purpose of avoiding a defect for the day of evaluation and any applicable reduction in contract price.**

6.1. **Re-performance Requirements.** At the sole election of the Government and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any, or all, defective work. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective work must be re-performed or performed late and completed within the re-performance period specified by the Government. In such cases, the Government will respect work designed for re-performance or late performance.

6.2. **Conditions of Re-performance.** Re-performed work shall comply with the same requirements as initial work. The requirement for re-performing defective work will not alleviate the Contractor from responsibility to perform all other work IAW the terms of the contract. **The Contractor's original inspection results will not be modified when work is re-performed IAW the contract.** The Contractor may be held liable for any damages sustained by the Government (e.g. costs associated with re-inspection).

7. **CONTRACTOR PAYMENT.** The Contractor will receive the maximum monthly contract payment when contract requirements have been met and each PRS service is performed within the established AQL.

7.1 **Payment Deductions.** When the Contractor fails to meet contract requirements of those services listed in the PRS, performance will be deemed defective. The Contractor will be subject to a deduction in contract price based on the value of the service established by the percentages in Column 5 of the PRS. Payment for services not conforming to the specified AQL will be calculated as described below.

7.1.2. **Determining PRS Deductions for Planned and 100% Sampling.** To determine a deduction in contract payment for unacceptable service, multiply the percentage of the sample found unacceptable by the maximum contract payment per month. To obtain the maximum contract payments per month multiply the contract value per month by the task value from Column 5 of the PRS. **The total number of defectives found, not just those in excess of the reject level are used to determine the percentage of the sample found unacceptable.** To determine accept and reject levels (**which is different from random sampling**), the number of defects is divided by the lot size. Fractions of 0.5 or higher are rounded to the next whole number. See Planned Sampling Monthly Assessment Form for all required computations to determine payment deductions.

7.1.3. **Re-work and Re-inspection.** There will be no additional charge to the Government for directed re-work and no re-inspection fee charged to the Contractor for Government re-inspection of directed re-work. Re-work will be normally allowed when practical and must be completed and re-delivered by the Contractor on the next scheduled pick-up day.

7.1.4. **Variations.** If the Contractor sustains an acceptable level of performance for three (3) consecutive months, the frequency of inspections may be decreased. If the Contractor's performance is found to be defective, results in a deduction, for two (2) consecutive months, the frequency of inspections may be tightened (General Inspection III from ANSI Tables). The determination to increase or decrease the frequency of inspections is at the sole discretion of the Government.

7.1.4.1. For Planned Sampling, the only change is in the frequency of the inspection. The method of computations for either increased or decreased frequency remains the same.

PERFORMANCE REQUIREMENTS SUMMARY**LAUNDRY SERVICES****1. Contract Requirement: Laundry Service. (Paragraphs C.5., C.6., C.7. and C.8.)**

Objectives	Standards of Performance	AQL	Method of Assessment	Task Value
Cleaning and repair of laundry items	Laundry shall be cleaned in accordance with best commercial practices. Repairs are to be completed in accordance with the Performance Work Statement.	2%	100% Inspections	50%
Timely Delivery of clean and repaired laundry from pick-up/delivery sites.	Contractor is required to pick-up and deliver laundry IAW Section C and TE 1.			
Assure that customers are satisfied with quality of service, receives clean laundry and laundry that has been repaired IAW the contract	At least 90% of customers contacted must be satisfied with service.		Review and validate Customer Surveys and/or conduct independent surveys	0%

2. Contract Requirement: All laundry picked-up is to be returned. (Paragraph C.7.1.)

Objectives	Standards of Performance	AQL	Method of Assessment	Task Value
All laundry picked-up is to be returned.	Contractor is required to pick-up and delivery laundry IAW Section C and TE 1.	1.5%	100% Inspection	50%

OBJECTIVE NO. 1 – LAUNDRY SERVICE

Date of Inspection: _____

Subtask	Percentage of Value	Accept	Reject
Quality: Laundry returned cleaned per industry standards	0.3		
Quality: Laundry returned repaired per instructions in Section C.	0.3		
Timeliness: Laundry delivery of cleaned laundry IAW Section C and TE 1	0.3		
Total*	1.0		

Use this form for each shipment of laundry for each point of delivery location. The total number of delivery inspections performed each month equals the sample size (i.e., sample size equals the total number of deliveries at each location).

Remarks: Use space below to describe and document all rejects and any directed re-work.

Number of pounds of laundry returned and inspected: _____ lbs

[illegible]

Date _____

Date _____

OBJECTIVE NO. 1 - LAUNDRY SERVICE

MONTHLY TALLY OF INSPECTIONS (2 of 2)

100% INSPECTION

OBJECTIVE NO. 1 - LAUNDRY SERVICE

PERFORMANCE ASSESSMENT PROCEDURE:

1. Established AQL from PRS: 2%
2. Lot Size: ____ Total no. of laundry inspections each month. (Total no. of deliveries at ea. location).
3. Actual AQL (percentage found to be unacceptable): ____% (Reject % Total from Tally Sheet ÷ by lot size x 100)
4. Determine allowable number of defects (Accept levels): ____ (Multiply AQL by lot size/Round 0.5 or greater to next higher whole no.)
5. Reject levels: ____ (Allowable rejects plus one. Round 0.5 or greater to the next higher whole number.)

Note: If Actual AQL is less than or equal to the Established AQL from the PRS, the performance is accepted. If Actual AQL is greater than the Established AQL, the performance is rejected and the payment deduction form must be completed and a CDR prepared and submitted to the Contracting Officer.

☐ Accept ☐ Reject

COR Signature

Date

MONTHLY TALLY OF INSPECTIONS
100% INSPECTION

OBJECTIVE NO. 2 – ALL LAUNDRY PICKED-UP ARE RETURNED

Observation No.	Date	Accept Value	Reject Value	Excess Weight Loss
Totals				lbs

PERFORMANCE ASSESSMENT PROCEDURE:

1. Established AQL from PRS: **1.5%**
2. Lot size: ____ (equals total number of pounds of laundry picked-up for the preceding month.)
3. Total pounds delivered during the preceding month: ____ lbs
4. Actual AQL: ____% (Excess weight loss total ÷ by lot size x 100)
5. Determine accept levels: ____ lbs (Multiply AQL by lot size/Round 0.5 or greater to next higher whole number.)
6. Reject levels: ____ lbs (Acceptable level plus one/Round 0.5 or greater to the next higher whole number.)

Note 1: To calculate accept/reject for this objective, the laundry tickets counted for each month must show both number of pounds picked-up and number of pounds delivered. Carry-over to the next month laundry tickets for laundry picked-up but not cleaned and delivered.

Note 2: To calculate “reject total” subtract total number of pounds delivered from total number pounds picked-up.

Note 3: If Actual AQL is less than or equal to the Established AQL from the PRS, the performance is accepted. If Actual AQL is greater than the Established AQL, the performance is rejected, complete the payment deduction form and prepare a CDR and submit to the Contracting Officer.

☐ Accept ☐ Reject

COR Signature

Date

100% INSPECTIONS
MONTHLY PERFORMANCE ASSESSMENT

AND PAYMENT DEDUCTION FORM

OBJECTIVE 1: LAUNDRY SERVICE

Contract Number: _____

For the Month of: _____

	COMPUTATIONS		NOTES: INCLUDE DESCRIPTION AND QUANTITY OF EACH TYPE OF ITEM
1.	Contract Value for Month (\$ Value)	\$	
2.	Task Value	%	
3.	Max. payment for acceptable work (Line 1 x Line 2)	\$	
4.	AQL	%	
5.	Lot Size (total number of service outputs in an evaluation period) (Round 0.5 or higher to next whole number)	lbs	
6.	Allowable Number of Defects / Accept Level (Line 4 x Line 5)	#	
7.	Reject Level (allowable defects plus 1)	#	
8.	Actual AQL = % of samples found unacceptable (number of rejects ÷ by lot size x 100)	%	
9.	Total deduct for unacceptable work (Line 3 x Line 8)	\$	

COR Signature _____ Date _____

Contracting Officer _____ Date _____

100% INSPECTIONS
MONTHLY PERFORMANCE ASSESSMENT
AND PAYMENT DEDUCTION FORM

OBJECTIVE 2: ALL LAUNDRY PICKED-UP IS TO BE RETURNED

Contract Number: _____

For the Month of: _____

	COMPUTATIONS		NOTES: INCLUDE DESCRIPTION AND QUANTITY OF EACH TYPE OF ITEM
1.	Contract Value for Month (\$ Value)	\$	
2.	Task Value	%	
3.	Max. payment for acceptable work (Line 1 x Line 2)	\$	
4.	AQL	%	
5.	Lot Size (total number of service outputs in an evaluation period)	lbs	
6.	Allowable Defects in pounds (Line 4 x Line 5)	lbs	
7.	Reject Level in pounds (allowable defects plus 1)	lbs	
8.	Actual AQL = % of samples found unacceptable (excess weight loss total ÷ by lot size x 100)	%	
9.	Total deduct for unacceptable work (Line 3 x Line 8)	\$	

COR Signature_____
Date_____
Contracting Officer_____
Date